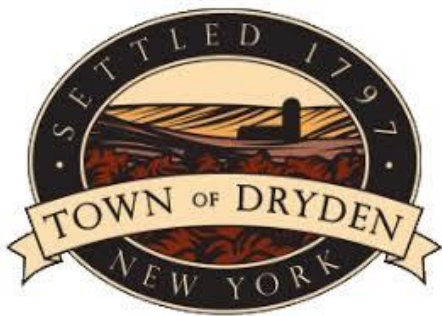




# Support Managed IT Solution

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Presented to: Jason Leifer

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06/14/2020

## Introduction

Thank you for considering iV4 to provide your Managed IT Solutions. iV4 monitors your systems and proactively alerts you to potential issues to avoid costly, unexpected disruptions. As part of this service, Support Plan 1 clients receive system monitoring and basic maintenance. Support Plan 2 clients receive system monitoring, maintenance, and problem support.

## Services

Services will vary based on the Support Plan that is selected.

		Support Plan 2
Windows Servers 2	Monitor Server (s) 24x7x365	•
	Monitor Services and Logs	•
	Perform OS Updates	•
	Detect Backup Failures <sup>4</sup>	•
	Perform Anti-Virus Signature Updates <sup>4</sup>	•
	Perform Backup Test Restore	•
	Provide Monthly Reporting and Statistics	•
	Monthly Remote NetHealth Check	<b>YES (Remediation Included)</b>
	IT Strategy Sessions	<b>SEMI-ANNUAL</b>
	8 x 5 Remote & On-Site Support	<b>UNLIMITED<sup>1</sup></b>
Desktops, Notebooks, Windows Tablets 3	Monitor Device (s)	•
	Monitor Services and Logs	•
	Perform OS Updates	•
	Perform Anti-Virus Signature Updates	•
	Provide Monthly Reporting and Statistics	•
	8 x 5 Remote & On-Site Support	•
Router s,	Monitor Devices 24x7x365	•

	Report Down Status	•
	Annual Firmware Updates	•
	Annual Backup of Configuration and Backup After Changes	•
	Provide Monthly Reporting and Statistics	•

1 - Pertains only to the maintenance of existing devices. A detailed service level agreement is available for your review and is executed upon sale. May be limited to remote support only if specified; 2 - Includes one virtual machine; 3 - When connected to the network; 4 - Where the backup and antivirus are supported solutions.

## Service Request Response Times

The following outlines iV4's response times within a managed services contract. While this is considered to be response time, iV4 will be focused on also resolving issues quickly and based on the level of priority.

Priority Level	SLA Response Time Target	Definition
<b>Priority 1 Critical</b>	Multiple users and sites unable to perform the job: <b>1-hour response</b>	Operational, financial, core application impact affected regarding messaging, network, security, authentication, which will lead to <b>production stoppage</b> .
<b>Priority 2 High</b>	Multiple users unable to perform the job: <b>2-hour response</b>	Operational, financial, core application impact affected regarding, messaging, network, security, authentication, which will lead to a <b>production delay</b> .
<b>Priority 3 Medium</b>	Non-critical and Standard service requests: <b>4-hour response</b>	Service requests from a user for information, advice, a standard change, or access to an IT service. <b>Standard changes occur regularly and require handling in a consistent manner to meet the agreed-upon service level.</b>
<b>Priority 4 Low</b>	Non-critical and Non-standard service requests: <b>8-hour response</b>	Service requests from a user for information, advice, a non-standard change, or access to an IT service. <b>Changes that rarely happen and require special handling (Change Management) to meet agreed-on service levels.</b>

If the issue cannot be resolved quickly, iV4 will contact you within the response time with the following:

- A clear explanation of what the incident is about
- An owner for the problem at iV4
- A clear outline from iV4 as to what the next steps are
- An expected time frame to the resolution of the problem (a 'Fix' time)

## Monthly Costs

Monthly costs are based on the number of monitored devices and will vary as devices are added or removed during the life of this agreement. These recurring costs include the monitoring and management of the devices, as outlined in the plan chosen.

Support Plan 2			Term Options	
Quantity	Type	per month Unit Price	One Year	Three Years
22	Desktop Computers	\$35	\$770.00	\$723.80
4	Windows Servers - Virtual	\$285	\$1,140.00	\$1,071.60
0	Network Devices	\$20	\$0.00	\$0.00
	<b>Options:</b>			
26	Anti-Virus Software	\$2	\$52.00	\$48.88
21	CISCO Umbrella	\$4	\$84.00	\$78.96
	<b>Total Monthly Costs*</b>		<b>\$2,046.00</b>	<b>\$1,923.24</b>
	<i>Initial below your selected term --&gt;</i>			

## Recommended Option

A Retainer Agreement provides a reduced rate on services for anything not covered under the Support Managed IT Services Agreement. These services may include, but are not limited to:

- Moves, add, and changes to the environment
- Engineering and Consulting Projects
- Security and Network Assessments

## Terms and Conditions

This proposal is valid for 60 days. Hardware and software pricing subject to vendor modifications.

Any changes additions or subtractions to the project will be documented with a change order and signed off by Town of Dryden and iV4 as needed.

There will be a 15% cancellation fee (of the proposal's total cost) if the decision is made to cancel the engagement prior to its end date. Cancellation of the project requires fourteen (14) days advance written notification.

The terms and conditions for doing business with iV4, Inc. are included below and [online here](#). By signing this agreement, the client signifies acceptance of all terms and conditions referenced

The client is responsible for notifying iV4 of new systems placed on the network or systems removed from the network. Only those systems that iV4 is aware of and has documented are covered under this Agreement. Notification must be done by creating a ticket in iV4's ticketing system through the client portal. iV4 will then add the system to or remove the system from the monitoring (and support if Plan 2) service.

## Support Plan 2 Additional Terms and Conditions

- Upon acceptance of this proposal, a formal Service Level Agreement (SLA) is executed, specifying the services, thresholds, and response times.
- Work covered under this Agreement is performed between 8 am and 5 pm, Monday through Friday. Work after business hours and Saturday is billed at 1.5x your standard rate and on Sunday and holidays at 2x your standard rate.
- The remediation of issues on devices is covered under this contract. Adds and changes to the network, systems, or users are not covered.
- iV4 is not responsible for cyber breaches that may occur. This agreement focuses on the maintenance and support of systems, which includes monitoring device status, monitoring antivirus, patch management and server backup review. The restore of a single PC due to virus or malware is covered. Restoration of multiple systems, servers or the full network due to widespread events such as breaches or crypto locker type malware infections is not included in this agreement.
- The final agreement is contingent upon iV4 inspecting its current condition and follows this process.
  - Site inspection performed by an iV4 engineer (see criteria below)
  - If necessary, a remediation report is prepared and presented, including estimated costs
  - Implement and complete required remediation
  - Begin monitoring and management

## Support Plan 2 Inspection Criteria

Minimum coverage requirements for hardware, software, and other items can be found at <https://cdn2.hubspot.net/hubfs/2959741/iV4%20Documents/Support%20Inspection%20Criteria.pdf>. By signing this agreement, the client signifies acceptance of these minimum requirements. If minimum requirements are not met, iV4 is not responsible for services under this Agreement.

## Acceptance

### **I understand:**

- This agreement is contingent upon final inspection by an iV4 engineer
- Additional costs may be required to bring my environment up to standard. I can opt not to incur these additional costs, therefore nullifying this agreement

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Date

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Authorized Client Representative Signature

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Print Name

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Date

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Authorized iV4 Representative Signature

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Print Name

## ABOUT iV4

At iV4, we are dedicated to providing business-first technology solutions that integrate with your business today and prepare you for the innovations of tomorrow.

Our goal is to seamlessly align your business goals and processes with comprehensive technology solutions that increases productivity, reduces costs, and mitigates risk.

## AWARDS & RECOGNITION



## iV4 SIGHT METHODOLOGY



## PARTNERS

**Microsoft**  
Certified Gold  
Partner

**Tenable**  
Gold  
Partner

**VMware**  
Professional  
Partner

**CISCO**  
Premiere  
Partner

**HP Inc.**  
Silver  
Partner



## iV4, INC.

### STANDARD TERMS AND CONDITIONS OF SERVICE

1. **GENERAL** The following terms and conditions govern the sale and performance of all services ("Services") provided by iV4, Inc. ("iV4", "we", "us" or "our"), to you (the "Customer"). These terms and conditions along with iV4's proposal, price quote, order confirmation, change order or acknowledgment issued by iV4 constitutes the final, complete and exclusive agreement ("Agreement") between you and iV4 relating to the subject matter hereof. In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. iV4's proposal, offer or acceptance is expressly conditioned and made in reliance on Customer's assent of this Agreement. Any additional or conflicting terms or conditions in any order, confirmation, or other document furnished by Customer at any time, which is in any way inconsistent with or in addition to the terms and conditions set forth herein, is hereby expressly rejected and not binding on iV4 unless separately signed by iV4. iV4's failure to object to Customer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement, and Customer's acceptance of delivery of any Services constitutes Customer's acceptance of these terms and conditions.

2. **PRICE** The prices applicable to the Services shall be as quoted by iV4 to Customer. All prices quoted for Services are in US Dollars. Stenographic and clerical errors are subject to correction. A quotation is not a contractual offer and any order resulting from a quotation is subject to approval and acceptance by iV4. Prices listed or quoted do not include any present or future sales, use, excise or similar taxes, duties or other governmental charges, which will be added where applicable and paid for by Customer, unless you provide us with a tax exemption certificate acceptable to the appropriate taxing authorities and presented at or before the time of purchase. No sales tax refunds will be given at any time for any reason. Any taxes paid by iV4 on Customer's behalf shall be reimbursed by Customer upon demand.

3. **PURCHASE ORDER PROCESS** In the absence of a proposal from iV4, Customer may place orders for requested Services by submitting one or more purchase orders to iV4. Each such purchase order is intended for convenience only and shall state the description of Services being ordered and the requested performance dates for such Services. In no event shall any terms and conditions set forth on a purchase order submitted by Customer other than the terms and conditions set forth herein, including, without limitation, any preprinted terms and conditions of Customer, be binding on iV4. In addition, no purchase order shall be binding on iV4 until iV4 has accepted such purchase order by written acknowledgement or by delivery of the Services applicable to such purchase order.

4. **BILLING AND RATES** All services, whether delivered onsite or remotely, are considered billable and will be billed in 15 minute increments. Onsite visits have a minimum charge of 1 hour. Travel time is charged one way (except when the Client is located outside iV4's normal service area), with a minimum of 15 minutes. Drive time is calculated from the local iV4 office to the client. Response to service requests outside of normal business hours (8 am – 5 pm Monday through Friday) and on Saturdays will be billed at 1.5 times the agreement rate. Sundays and Holidays will be billed at twice the agreement rate.

4. **PAYMENT TERMS** Unless otherwise agreed to by iV4 in iV4's proposal or other writing, payment terms shall be net twenty (20) days from the date of invoice. Interest at the rate of one and one-half percent (1½%) per month (not to exceed the maximum interest allowable by law) shall be paid on the unpaid balance of any invoice not paid by Customer within twenty (20) days of the due date thereof. Such interest shall be in addition to the purchase price hereunder. In the event iV4 engages a collection agency or commences a legal action or suit to collect the purchase price or any part thereof, Customer shall, in addition to the full purchase price including interest, be liable for all costs and expenses of such legal action or suit (including reasonable attorney's fees). Returned checks will incur a \$40 service fee.

iV4 may suspend Services if an undisputed invoice is more than thirty (30) days past due. iV4 may terminate an Agreement if an undisputed invoice is more than sixty (60) days past due. Unless otherwise prohibited by law, iV4 may also terminate an Agreement immediately in the event of a material adverse change in Customer's financial condition, including, but not limited to, bankruptcy, insolvency or liquidation.

5. **RISK OF LOSS AND SCHEDULE.** Services shall be performed at the location identified in the Agreement (the "Site"). Risk of loss of or damage to Customer's "Equipment" (meaning any equipment, materials, components and items of any kind for which iV4 is to provide Services under the Agreement) shall remain with Customer at all times during the performance of the Services hereunder. If Customer procures or has procured property damage insurance applicable to occurrences at the Site, Customer shall obtain a waiver by the insurers of all subrogation rights against iV4. iV4's performance is contingent upon Customer timely providing iV4 with such assistance, including access to the Site (if applicable) as reasonably deemed necessary by iV4 to permit iV4 to perform the Services provided for in an Agreement. iV4 will perform the Services based on a schedule mutually agreed to by the parties, provided, however, that any performance or completion dates are estimates only. iV4 shall not be liable for any loss or expense incurred by Customer or Customer's customers if iV4 fails to meet any such dates.

6. **CHANGES TO ORDERS** Unless otherwise agreed to by iV4 in writing, changes in materials, supplies, labor and/or changes made at the request of Customer shall be at the expense of Customer. Changes or alterations made by Customer or made by iV4 (over its recommendation against the same) shall be at Customer's sole risk and responsibility. iV4 reserves the right to make changes to the provision of its Services which in its judgment do not materially change the nature or quality of the Services.

7. **CANCELLATION OF ORDERS** Due to the specialized nature of the Services, orders may not be cancelled

iV4.com  
Rochester: (585) 598-3300  
Syracuse: (315) 424-7736  
Buffalo: (716) 236-8755





for any reason, without iV4's written consent, which may be withheld in its sole and absolute discretion.

8. REJECTION Customer's right to reject any Services supplied hereunder is conditioned upon Customer giving iV4 a written notice of rejection setting forth the basis thereof within ten (10) days after delivery of the Services to Customer. Failure to give such notice within such time constitutes acceptance of such Services.

#### 9. LIMITED WARRANTIES; DISCLAIMERS

(a) iV4 represents and warrants that it will perform the Services in a professional and workmanlike manner and in accordance with any agreed-upon requirements to the extent any requirements were made part of an order. Customer hereby acknowledges and agrees that the Services provided by iV4 are only those expressly set forth in an applicable order and no other and are subject to the limited warranties and disclaimers set forth herein. If the Services fail to meet the warranty standards set forth in this Section 9(a) within thirty (30) days from completion of the Services, (the "Warranty Period") and Customer promptly reports such non-conformance to iV4 during the above-mentioned Warranty Period, then in the event the Services are determined to be non-conforming, iV4's sole obligation, in its sole discretion, shall be either to re-perform the Services within a reasonable time at its expense or refund to Customer the pro-rata portion of the fees paid to iV4 under this Agreement allocable to the non-conforming Services. The foregoing warranties are conditioned on the following: (i) no repairs, modifications or alterations have been made to the Equipment (if applicable) other than by iV4 or its authorized representatives, (ii) the Customer has complied with any instructions in any specifications attached to, or incorporated in this Agreement; (iii) Customer has provided iV4 with reasonable access to determine whether the Services are non-conforming and has notified iV4 of the warranty claim within the Warranty Period; and (iv) Customer is not in default of any payment obligation to iV4.

(b) iV4's warranties above do not apply to services not performed by iV4 and do not apply to any Equipment and/or components furnished by third parties. In addition, such warranties shall be for the sole benefit of the original customer only and are not assignable unless otherwise agreed to in writing by iV4. Any components furnished by third parties are warranted only to the extent of the original manufacturer's warranty to iV4 and then only if such original manufacturer's warranty is assignable to Customer. Under no circumstances shall iV4 be responsible for the loss or corruption of programs, data or storage media. Unless otherwise specifically agreed upon in writing, the Customer is ultimately responsible for securing and maintaining the integrity and backup of all the Customer's stored information. FOR PURPOSES OF ADDITIONAL CLARITY AND WITHOUT LIMITING THE FOREGOING, CUSTOMER UNDERSTANDS THAT iV4'S SERVICES DO NOT CONSTITUTE ANY GUARANTY OR ASSURANCE THAT THE SECURITY OF CUSTOMER'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK.

(c) THE EXPRESS WARRANTIES OF iV4 STATED IN SECTION 9(a) ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN SECTION 10 BELOW. iV4'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS SECTION 9. No employee or representative of iV4 has authority to bind iV4 to any representation, affirmation or warranty not specifically included herein.

10. LIMITATION OF LIABILITY Notwithstanding anything to the contrary contained in this Agreement, iV4 shall not be liable for any type of extraordinary, exemplary, special, indirect, consequential or incidental damages of any kind, whether based in contract, warranty, tort (including negligence), strict liability, indemnity or any other legal or equitable theory, including, without limitation, for loss of use, revenue, profit, goodwill or opportunity, loss of production, lost or corrupted data or software, loss of use of system(s) or network, or the recovery of such, claims arising from third party contracts, or for any other loss or cost of a similar type, even if iV4 has been advised of the possibility of such damages. Without limiting the foregoing, iV4 shall have no liability for any damages relating to any part of Customer's network, or any environment, software, hardware or operational technology, that iV4 is not obligated to monitor pursuant to an applicable order hereunder. iV4's maximum liability under this Agreement under any theory of recovery (whether in contract, tort or otherwise), shall not exceed the aggregate purchase price for Services paid by Customer to iV4 pursuant to an applicable order. Except as provided in Section 9(a) above, and subject to the limitations set forth in Sections 9 and 10 hereof, iV4 shall not be liable for any claims of third parties relating to any use of the Services, and Customer will defend iV4 and hold iV4 harmless against all losses, liabilities, damages, claims and expenses, including, reasonable attorneys' fees arising out of or in connection with the use of the Services by Customer or Customer's employees, agents, customers, or contractors. **THE FOREGOING STATES THE ENTIRE LIABILITY OF iV4 WITH REGARD TO THIS AGREEMENT AND iV4'S SALE OF SERVICES HEREUNDER. THE LIMITATIONS CONTAINED IN SECTIONS 9 AND 10 ARE A FUNDAMENTAL PART OF THE BASIS OF iV4'S BARGAIN HEREUNDER, AND iV4 WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.**

11. INTELLECTUAL PROPERTY RIGHTS In connection with the performance of Services under an Agreement, neither party shall acquire any right, title or interest in any Background Intellectual Property rights belonging to the other, and shall not make any claim with respect thereto. For purposes of this Agreement, "Background Intellectual Property" shall mean all patent rights, copyrights, know-how, trade secrets, and other confidential information, and any other forms of legally prosecutable intellectual property rights belonging to either iV4 or Customer, respectively, and existing on the effective date of an Agreement. Unless expressly stated otherwise in the Agreement, iV4 will retain all right, title and interest in and to all deliverables, work product, designs, methodologies, processes, techniques, ideas, concepts, designs, tools, trade secrets and know-how and any modifications, improvements or derivative works of the foregoing resulting from or used in the providing of the Services, excluding only any Background Intellectual Property shared by Customer to iV4 in connection with the provision of the Services.

12. **CONFIDENTIALITY** iV4 and Customer shall maintain as confidential any technical information contained in plans, drawings, specifications, photographs as well as pricing, labor rates and project estimates and other documents disclosed or furnished by the disclosing party in connection with the sale and provision of Services hereunder which is identified by the disclosing party as confidential and proprietary information of the disclosing party. In the absence of express prior written consent of the disclosing party, the receiving party shall hold all such confidential and proprietary information in confidence and may not sell or dispose of any portion thereof.

13. **CLOUD SERVICES** In connection with iV4's provision of Services to Customer, the parties acknowledge and agree that from time to time, the Services may contain or require the use of third-party cloud services ordered by Customer ("Cloud Services"). iV4 shall provide Cloud Services to Customer in accordance with the terms and conditions required of the third-party provider, subject to the terms and conditions of this Agreement. If iV4 agrees to provide Cloud Services as specified on an Agreement, Customer will be responsible for complying with third party terms specified by iV4 that govern Customer's use of the Cloud Services.

14. **NON-SOLICITATION** Customer hereby acknowledges that iV4 has made a substantial investment in its employees and has a vested interest in maintaining its employee relationships. Accordingly, during the term of any Agreement and for a period of one (1) year thereafter, Customer agrees that it shall not solicit, induce, encourage or participate in soliciting, inducing or encouraging any employee of the Company to terminate his or her relationship with the Company.

15. **NOTICES** Notices may be delivered by overnight courier or fax, with proof of delivery, or by United States mail, registered or certified mail, with postage prepaid, in each case addressed to the party being notified at such party's address referred to on the face of this Agreement, or at such other address as such party shall have notified the other party in writing.

16. **NOT TRANSFERABLE** This Agreement is not transferable or assignable by Customer either directly or by operation of law without the prior written consent of iV4.

17. **HEADINGS** Paragraph headings are for convenience only and shall not be construed to define or limit the operative provisions of this Agreement.

18. **AMENDMENTS** No amendment, change to or modification of this Agreement, or any schedules or attachments hereto, shall be valid unless the same shall be in writing and signed by the party or parties to be charged therewith.

19. **APPLICABLE LAW** The rights and duties of the parties shall be governed by the laws of the State of New York. The federal and state courts located within Monroe County, New York shall have exclusive jurisdiction to determine any and all actions and proceedings relating to or arising from this Agreement and the sale of Product(s) hereunder and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts with respect thereto.

20. **WAIVER OF TRIAL BY JURY** **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION HERewith OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT SUCH PARTY AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.**

21. **SEVERABILITY** In the event any provision or provisions herein, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall remain in full force and effect.

22. **ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings.